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Attorneys for PLAINTIFF  
 BRIAN BOLITHO

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Attorneys for Defendant:  
 THE BOARD OF TRUSTEES OF THE LELAND  
 STANFORD JUNIOR UNIVERSITY

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

BRIAN BOLITHO

CASE NO. C04-02727 JW

PLAINTIFF,

Civil Rights

v.

STANFORD UNIVERSITY;  
 LELAND STANFORD JR.  
 UNIVERSITY BOARD OF  
 TRUSTEES and DOES 1-35,  
 Inclusive,

**CONSENT DECREE AND ORDER**

Defendants.

\_\_\_\_\_/

1. PLAINTIFF BRIAN BOLITHO filed this action to enforce  
 provisions of the Americans with Disabilities Act of 1990  
 ("ADA"), 42 U.S.C. §§ 12101 et seq., and California civil

1 rights laws against Defendant, THE BOARD OF TRUSTEES OF THE  
2 LELAND STANFORD JUNIOR UNIVERSITY ("Defendant" or "Stanford").  
3 Plaintiff has alleged that Defendant violated Title III of the  
4 ADA, sections 54.1, and 55 of the California Civil Code, and  
5 sections 19955 et seq., of California Health and Safety Code by  
6 failing to provide full and equal access to the facility known  
7 as the Stanford Stadium ("Stadium") located in Santa Clara  
8 County, California, and related facilities, including  
9 accessible parking, an accessible entrance into the Stadium and  
10 accessible restroom facilities serving the Stadium during the  
11 time that Plaintiff attended public events at the Stadium,  
12 including October 18, 2003 when Plaintiff attended a Stanford  
13 football game.

14 2. Defendant has answered Plaintiff's Complaint, denying  
15 all of Plaintiff's allegations and by entering into this  
16 Consent Decree and Order does not admit liability for the  
17 matters alleged in Plaintiff's Complaint filed in this action.  
18 The parties hereby enter into this Consent Decree and Order for  
19 the purpose of resolving the injunctive relief claim in this  
20 lawsuit without the need for protracted litigation, and without  
21 the admission of any liability.

22  
23 **JURISDICTION:**

24 3. The parties agree that the Court has jurisdiction  
25 over this matter pursuant to 28 USC §1331 for violations of the  
26 Americans with Disabilities Act of 1990, 42 USC 12101 et seq.  
27 and pursuant to pendant jurisdiction for violations of  
28 California Health & Safety Code §19955 et seq., including

1 \$19959; California Code of Regulations, Title 24-2; and  
2 California Civil Code §§54; 54.1; §54.3; and 55.

3 4. In order to avoid the costs, expense, and uncertainty  
4 of protracted litigation over the issue of Plaintiff's claims  
5 for injunctive relief, Plaintiff and Defendant agree to entry  
6 of this Consent Decree and Order to resolve all allegations  
7 raised in the Complaint concerning claims for injunctive relief  
8 through the end of the 2005 football season. Accordingly, the  
9 parties agree to entry of this Consent Decree and Order at this  
10 time to resolve the temporary injunctive relief necessary to  
11 provide persons with disabilities access at the Stadium for the  
12 2005 Stanford Football Season. Plaintiff's claims for damages,  
13 and attorney fees, have been resolved pursuant to a Settlement  
14 Agreement between the parties dated August 3, 2005 and such  
15 monetary claims are not resolved in this Consent Decree and  
16 Order.

17 WHEREFORE, the parties hereby agree and stipulate to  
18 the Court's entry of this Consent Decree and Order, which  
19 provides as follows:

20  
21 **SETTLEMENT OF PRELIMINARY INJUNCTIVE RELIEF:**

22 5. This Consent Decree and Order is limited to  
23 corrective work agreed to by the parties to resolve plaintiff's  
24 claims for the use of the stadium for the 2005 football season.  
25 Defendant has represented to plaintiff that defendant plans to  
26 either demolish or completely renovate the Stanford Stadium  
27 following the end of the 2005 football season, which is  
28 scheduled to end on November 26, 2005. This agreement for

1 injunctive relief in this Consent Decree and Order is not  
2 intended, and does not extend to any public functions held at  
3 the Stanford Stadium after November 26, 2005. The parties  
4 agree that plaintiff may renew his claims for injunctive relief  
5 based on his Complaint following the 2005 Football Season in  
6 the event that plaintiff is advised that defendant intends to  
7 continue using the Stadium without completely renovating the  
8 Stadium, including renovating disabled access at the Stadium.  
9 In entering into this Consent Decree the parties agree that  
10 there has been no admission or finding of liability or  
11 violation of the ADA and/or California civil rights laws, and  
12 that this Consent Decree and Order should not be construed as  
13 such. The Parties jointly request that the Court enter the  
14 Consent Decree and Order set forth herein with respect to  
15 Plaintiff's claims for temporary injunctive relief of disabled  
16 access at the Stadium. The parties agree that the Court shall  
17 retain jurisdiction over this action to enforce provisions of  
18 this Consent Decree and Order until such time as Defendant  
19 either completes its proposed renovations of the Stadium,  
20 including renovations for disabled access, or defendant  
21 substantially demolishes the existing Stadium structure.

22 6. Defendant or its counsel will notify plaintiff's  
23 counsel in writing within two weeks of the Board of Trustees'  
24 vote to continue using the Stadium as a public accommodation  
25 without the proposed renovations after November 26, 2005.

26  
27 **INJUNCTIVE RELIEF:**

28 7. The parties agree and stipulate that all of the

**Consent Decree and Order:**  
**Case No. C04-02727 JW**

4

1 modifications set forth in **Exhibit 1** hereto will be performed  
2 in compliance with the standards and specifications for  
3 disabled access as set forth in the California Code of  
4 Regulations, Title 24-2 and Americans with Disabilities Act  
5 Accessibility Guidelines, unless other standards are  
6 specifically agreed to in this Consent Decree and Order.

7  
8 **TERMS OF THE INJUNCTIVE RELIEF:**

9       8. For purposes of settlement of the temporary access at  
10 the Stadium, Defendant agrees to do the following: modify and  
11 add accessible parking; install directional signage to the  
12 accessible entrances; create accessible paths of travel from  
13 the accessible parking spaces to the designated accessible  
14 entrances; to provide accessible sanitary facilities, provide  
15 drinking water accommodations; modify seating policies for the  
16 wheelchair seating and widen the companion seating; and modify  
17 its policies and procedures to permit disabled persons onto the  
18 football and track field to see the band and cheerleaders as  
19 more fully described in **Exhibit 1**. **Exhibit 1** is hereby  
20 incorporated by reference as part of this Consent Decree and  
21 Order settling plaintiff's claims for temporary injunctive  
22 relief for the 2005 Stanford Football Season.

23  
24 **TIMING OF MODIFICATIONS AND BARRIER REMOVAL:**

25       9. Defendant will complete the corrective work and  
26 institute any changes in policies and procedures as described  
27 in **Exhibit 1** for use by plaintiff and other disabled guests by  
28 the commencement of the first "home game" of the 2005 Football

1 Season. In the event that Defendant is unable to complete the  
2 corrective work as contemplated by this Consent Decree and  
3 Order, notwithstanding a good faith effort to complete the  
4 work, Defendant's counsel will notify Plaintiffs' counsel in  
5 writing within 10 business days of any delay and the cause for  
6 the delay. Plaintiffs will not unreasonably withhold consent  
7 for a short extension of time to complete the modifications and  
8 barrier removal, but maintain the right to seek a motion to  
9 enforce this Order, including the right to seek statutory  
10 attorney fees, in the event the modifications and corrective  
11 work are not completed by the start of the first "home game"  
12 for the 2005 Football season.

13  
14 **DAMAGES AND ATTORNEY FEES:**

15 10. Plaintiff and Defendant have reached an agreement  
16 regarding plaintiff's claims for damages, attorney fees,  
17 litigation expenses and costs that have arisen in this matter  
18 in regards to plaintiff's Complaint, and that agreement is  
19 memorialized in a Settlement Agreement dated August 3, 2005,  
20 and no resolution of said claims is intended by this Consent  
21 Decree and Order.

22  
23 **ENTIRE CONSENT DECREE AND ORDER:**

24 11. This Consent Decree and Order, and any appendices  
25 attached, constitutes the entire agreement between the parties  
26 on the matters of preliminary injunctive relief through the  
27 commencement and end of the 2005 Football Season, and no other  
28 statement, promise, or agreement, either written or oral, made



1 by any of the parties or agents of any of the parties, that is  
2 not contained in this written Consent Decree and Order, shall  
3 be enforceable regarding the matters described herein.  
4

5 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND SUCCESSORS IN**  
6 **INTEREST:**

7 12. Concerning the modifications and corrective work  
8 described herein, this Consent Decree and Order shall be  
9 binding on BRIAN BOLITHO and on STANFORD and on any successors  
10 in interest. The parties have a duty to so notify all such  
11 successors in interest of the existence and terms of this  
12 Consent Decree and Order during the period of the Court's  
13 jurisdiction of this consent decree.  
14

15 **TERM OF THE CONSENT DECREE AND ORDER:**

16 13. This Consent Decree and Order shall be in full force  
17 and effect until the end of the 2005 Football Season. The  
18 Court shall retain jurisdiction over this action to enforce  
19 provisions of this Order until such time as defendant close the  
20 Stadium as a public accommodation, or until such time as the  
21 Defendant completes renovations of the Stadium following the  
22 end of the 2005 Football Season.  
23

24 **SEVERABILITY:**

25 14. If any term of this Consent Decree and Order is  
26 determined by any court to be unenforceable, the other terms of  
27 this Consent Decree and Order shall nonetheless remain in full  
28 force and effect.

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14           16. Each of the parties to this Consent Decree and Order  
15 understands and agrees that there is a risk and possibility  
16 that, subsequent to the execution of this Consent Decree and  
17 Order, any or all of them will incur, suffer, or experience  
18 some further loss or damage with respect to the lawsuit which  
19 are unknown or unanticipated at the time this Consent Decree  
20 and Order is signed. Except for all obligations required in  
21 this Consent Decree and Order, the parties intend that this  
22 Consent Decree and Order apply to all such further loss with  
23 respect to the lawsuit, except those caused by the parties  
24 subsequent to the execution of this Consent Decree and Order.  
25 Therefore, except for all obligations required in this Consent  
26 Decree and Order, and plaintiff's remaining claims for  
27 permanent injunctive relief, this Consent Decree and Order  
28 shall apply to and cover any and all claims, demands, actions

8



08/01/2005

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LAW OFFICE PAUL REIN

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Page 9 of 13

1 and causes of action by the parties to this Consent Decree and  
 2 Order with respect to the lawsuit, whether the same are known,  
 3 unknown or hereafter discovered or ascertained, and the  
 4 provisions of Section 1542 of the California Civil Code are  
 5 hereby expressly waived. Section 1542 provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
 7 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT  
 8 THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM  
 9 MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE  
 10 DEBTOR.

11  
 12 **SIGNATORIES BIND PARTIES:**

13 17. Signatories on the behalf of the parties represent  
 14 that they are authorized to bind the parties to this Consent  
 15 Decree and Order.

16  
 17 Dated: August 1, 2005

B\*  
 Plaintiff  
 BRIAN BOLITHO

18  
 19  
 20 Dated: August 4, 2005

Defendant  
 THE BOARD OF TRUSTEES OF THE  
 LELAND STANFORD JUNIOR UNIVERSITY

21  
 22  
 23 APPROVED AS TO FORM:

24 Dated: August 4, 2005

PAUL L. REIN  
 PATRICIA BARBOSA  
 JULIE MCLEAN  
 LAW OFFICES OF PAUL L. REIN

Paul L. Rein  
 Attorneys for Plaintiff  
 BRIAN BOLITHO

LAW OFFICES OF  
 PAUL L. REIN  
 200 LAKESIDE DR., SUITE A  
 OAKLAND, CA 94612-3503  
 (510) 832-5001

Consent Decree and Order:  
 Case No. C04-02727 JW

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1 and causes of action by the parties to this Consent Decree and  
 2 Order with respect to the lawsuit, whether the same are known,  
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 9 MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE  
 10 DEBTOR.

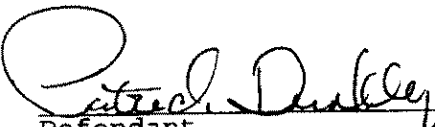
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 15 Decree and Order.

16  
 17 Dated: August \_\_, 2005

\_\_\_\_\_  
 Plaintiff  
 BRIAN BOLITHO

18  
 19  
 20 Dated: August 2<sup>nd</sup>, 2005

  
 Defendant  
 THE BOARD OF TRUSTEES OF THE  
 LELAND STANFORD JUNIOR UNIVERSITY

21  
 22 APPROVED AS TO FORM:

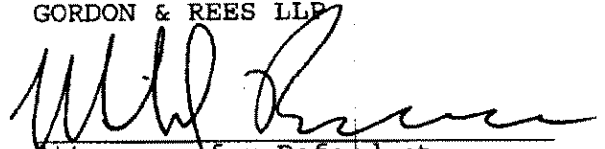
23 Dated: August \_\_, 2005

PAUL L. REIN  
 PATRICIA BARBOSA  
 JULIE MCLEAN  
 LAW OFFICES OF PAUL L. REIN

24  
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 27 \_\_\_\_\_  
 Attorneys for Plaintiff  
 BRIAN BOLITHO

1  
2 Dated: August 1, 2005

MICHAEL T. LUCEY  
MICHEL D. BRUNO  
GORDON & REES LLP

  
Attorneys for Defendant  
THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR UNIVERSITY

8 ORDER

9 Pursuant to stipulation, and for good cause shown, IT  
10 IS SO ORDERED.

11  
12 Dated: November 7  
~~July~~ —, 2005

  
HON. JAMES WARE  
United States District Judge

**EXHIBIT 1**

Brian Bolitho v. Stanford University, et al.  
U.S. District Ct., Northern District of California  
Case No. CO4-02727

The parties have agreed to temporary corrective work at the Stanford Stadium and the modification of defendant's policies and procedures for providing disabled access for disabled persons attending football games at the Stanford Stadium for the 2005 football season. Defendant will provide the following access and make the following modification of its policies and procedures during the 2005 football season:

**DESIGNATED ACCESSIBLE SEATING:** Defendant will renovate the designated accessible seating for season ticket holders to provide marked wheelchair seating with 33" of space and a companion seat with at least 25" of space. Defendant will modify its policies and procedures to ensure that no disabled persons with general seating tickets will be seated in the section for season ticket holders if such additional seating will reduce the width of the companion or wheelchair seat of a season ticket holder.

**PARKING:** Defendant provides permanent accessible parking in the Varsity and Track House parking lots that serve the Stadium. Defendants also provide temporary accessible parking at the Varsity parking lot during football games to increase the number of accessible spaces for football games. Defendant will institute a policy of adding temporary parking spaces adjacent to the permanent spaces in the Track House parking lot during football games. Defendant will modify its policies and procedures for accessible parking at both the Varsity and Track House Lots by ensuring that one regular parking space will be used as an access aisle for every two temporary van accessible parking spaces in each lot. For temporary accessible parking in the Track House Lot Defendant will also provide a marked path of travel and cross walk across the vehicular drive to the closest accessible entrance. Defendant will provide parking attendants at the parking lots to ensure that the modification of parking policies for disabled persons will be carried out during home games for the 2005 football season. Directional signage and the parking attendants will direct disabled persons to the accessible path of travel and entrance gate.

**TICKET BOOTHS:** Defendant will sell tickets at two portable accessible ticket booths, one of which will be placed near the accessible entrance across from the Track House parking lot.

**MAIN SNACK BAR:** Defendant will install a lowered section in the main snack bar next to the box office building by lowering the counter to no more than 34" in height, or adding a lowered shelf at no more than 34" in height for use by disabled persons. Defendants will ensure that condiments are placed on the lowered counter.

DRINKING FOUNTAINS: Until such time as Defendant renovates the Stadium and or otherwise provides permanent accessible drinking fountains, defendant will modify its policies by offering persons sitting in the accessible seating areas with bottled water during the games. This water will be provided at no cost to disabled persons. No disabled person will be required to discuss his or her physical disability prior to being offered the bottled water if they are seated in the designated accessible seating areas at the stadium.

FIRST AID FACILITIES: Defendant will install signage directing disabled persons to the accessible first aid facility at the grade level of the stadium.

ACCESSIBLE SANITARY FACILITIES: Defendant will renovate a men's and a women's toilet stall in the sanitary facilities located nearest the accessible season ticket seating area. Renovations will include signage, an accessible lavatory, and accessible soap and towel dispensers.

POLICY MODIFICATION: Defendant will modify its policies and procedures to allow disabled persons onto the field at the end of each football game in order to watch the band and cheerleaders perform.